

MyTechie: Terms and Conditions

Customer

These include the T's and C's for both corporate (Service Providers) and consumer customers.

Supplier

These are the T's and C's for our Techies.

Website

These are the general T's and C's for our MyTechie website.

Customer Terms and Conditions:

MYTECHIE SOUTH AFRICA (PTY) LTD ("THE COMPANY") CUSTOMER TERMS AND CONDITIONS ("CUSTOMER TERMS AND CONDITIONS")

THESE TERMS AND CONDITIONS ARE EFFECTIVE AS OF 2019-04-01

"EFFECTIVE DATE"

READ THE CUSTOMER TERMS AND CONDITIONS CAREFULLY BEFORE BROWSING THE WEBSITE. YOUR CONTINUED USE OF THE WEBSITE INDICATES THAT THE CUSTOMER HAS BOTH READ AND ACCEPT THE CUSTOMER TERMS AND CONDITIONS. A CUSTOMER CANNOT USE THE WEBSITE IF IT DOES NOT ACCEPT THE CUSTOMER TERMS AND CONDITIONS. ALL SECTIONS OF THE CUSTOMER TERMS AND CONDITIONS ARE APPLICABLE TO THE CUSTOMER

1. INTRODUCTION

- 1.1. The Company's website <http://www.mytechiesa.co.za> ("the Website") and the mobile application ("the Application") are made available, and owned by the Company (hereinafter referred to as "the Company", "Company Website" "Website", "we", "our" or "us"). Any reference to "the Company", "we", "our" or "us" shall include our employees, officers, directors, representatives, agents, shareholders, affiliates, subsidiaries, holding companies, related entities, advisers, sub-contractors, service providers and partners.
- 1.2. These terms, including any document incorporated by reference herein, including, but not limited to the Privacy Policy apply to any Customer who makes use of the Customer Services as made available to the Customer on the Website or the Application, accesses, refers to, views and/or uploads or downloads any information or material made available on the Website or the Application for whatever purpose, and which Customer shall carry the definition

as set out in clause 2.3.3 below as the case may be, and governs the Customer's relationship with the Company and the Supplier.

- 1.3. Accessing and/or use of the Website or the Application after the Effective Date as set out above will signify that the Customer has read, understands, accepts, and agrees to be bound, and is bound, by the Customer Terms and Conditions, in such Customer's individual capacity and/or for and on behalf of any entity for whom the Customer utilises the Website or the Application. Further, the Customer represents and warrants that it has the authority to do so and that in the case of a Customer being a natural person, the Customer is a Competent Person (as defined in the Protection of Personal Information Act, 4 of 2013, as amended).
- 1.4. To the extent permitted by applicable law, we may modify the Customer Terms and Conditions and Privacy Policy with prospective effect without prior notice to the Customers, and any revisions to the Customer Terms and Conditions and/or the Privacy Policy will take effect when posted on the Website or the Application, as indicated above, unless a later date is otherwise stated in the revised Customer Terms and Conditions. A Customer's continued use of the Website or the Application and/or the Customer Services will be construed as a Customer's consent to the amended or updated Customer Terms and Conditions, and will be conditional upon the Customer Terms and Conditions and Privacy Policy in force at the time of use. A Customer's only remedy, should such Party not agree to the Customer Terms and Conditions and/or the Privacy Policy, is to stop the use of the Website or the Application.
- 1.5. These Customer Terms and Conditions will apply fully and affect a Customer's use of the Website or the Application. By using this Website or the Application, a Customer agrees to accept the Customer Terms and Conditions as contained herein in full.
- 1.6. Should a Customer not agree to the terms contained herein, a Customer must immediately desist from using this Website and the Application.

2. INTERPRETATION

In these Customer Terms and Conditions:

- 2.1. clause headings are for the convenience and are not to be used in its interpretation;
- 2.2. unless the context indicates a contrary intention, an expression which denotes:
 - 2.2.1. any gender includes the other gender;
 - 2.2.2. a natural person includes a juristic person and *vice versa*;
 - 2.2.3. the singular includes the plural and *vice versa*;
- 2.3. the following expressions bear the meanings assigned to them below and cognate expression bear corresponding meanings:
 - 2.3.1. "**Browser**" shall mean any person who visits any page of the Website or Application, whether by landing at the home page or any other page through use of a hyperlink of another website or by direct access to the Website and who has no intention of using the Website or Application, or has not yet registered as a Customer;
 - 2.3.2. "**Company**" means MyTechie South Africa (Pty) Ltd (Registration Number: 2019/017613/07) a private company duly incorporated in accordance with the company laws of South Africa and having its registered address at 52 Urania Street, Observatory, Johannesburg, Gauteng, South Africa;
 - 2.3.3. "**Customer**" means the Browser who completes the registration process on the Website thus enabling such person or entity to make use of the Customer Services as provided by the Supplier through the Platform;

- 2.3.4. "**Customer Services**" mean the services as provided to the Customer by the Supplier as set out in paragraph 5 below;
- 2.3.5. "**Customer Terms and Conditions**" means these terms and conditions.
- 2.3.6. "**General Website Terms and Conditions**" mean the general website terms and conditions which are to be read as if specifically incorporated herein, and which may be found [here](#);
- 2.3.7. "**Log in Details**" shall mean the Customer's unique username and password used to access the Platform;
- 2.3.8. "**Party**" or "**Parties**" means the Customer or the Company, or both, as the context implies;
- 2.3.9. "**Platform**" shall mean the platform(s) as owned, hosted and managed by the Company on which the Customer Services are offered and which shall include the Website together with the Application.
- 2.3.10. "**Privacy Policy**" means the Privacy Policy which is to be read as if specifically incorporated herein, which may be found [here](#); and
- 2.3.11. "**Supplier**" means the person or entity providing the Customer Services to a Customer through the use of the Website (such as a registered technician).
- 2.4. If any provision is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect will be given to it as if it were a substantive provision in the body of the Customer Terms and Conditions.
- 2.5. Words and expressions defined in any clause shall, for the purpose of that clause, bear the meaning assigned to such words and expressions in such clause.

- 2.6. By entering into this Customer Terms and Conditions, the Customer also agrees to be bound by the General Website Terms and Conditions together with the Privacy Policy.
- 2.7. To the extent that there exists any inconsistency between the terms of this Customer Terms and Conditions and the General Website Terms and Conditions the terms herein shall prevail to the extent of any inconsistency unless expressly provided otherwise herein.

3. A CUSTOMERS'S AGREEMENT TO THESE TERMS

- 3.1. By agreeing to these Customer Terms and Conditions, the Customer also agrees to be bound by the General Website Terms and Conditions together with the Privacy Policy.
- 3.2. Subject to, and on the basis of a Browser's acceptance of the Customer Terms and Conditions, and thus becoming a Customer, the Company grants the Customer a limited, revocable, non-transferable license to access and use the Platform in accordance with the various policies and agreements which may govern such use and access.

4. REGISTRATION PROCESS FOR A CUSTOMER

- 4.1. Only a Customer may make use of the Customer Services through the Platform.
- 4.2. In order to register as a Customer, a Browser will follow the registration process as provided through the Platform, be prompted to provide Log in Details as well as submit certain personal information which is set out in more detail in the Privacy Policy.

5. CUSTOMER SERVICES

- 5.1. The Company shall provide to the Customer the Platform through which the Customer may make use of the various Customer Services as offered by a Supplier through the Platform.

- 5.2. The Customer is able view the various Supplier profiles on the Platform;
- 5.3. The Customer is able to request Customer Services as proffered by various Suppliers on the Platform to be rendered to it, or on its behalf.
- 5.4. The ability to liaise directly with the Supplier as to the Customer's exact needs and budget for the Customer Services, and if necessary, negotiate a more favourable price than that initially put forward by a Supplier.

6. **PAYMENT**

- 6.1. Registration on the Platform is subject to: -
 - 6.1.1. a once off fee of eight thousand Rand (R8 000) and
 - 6.1.2. a monthly fee of five thousand Rand (R5 000)
- 6.2. fees may be adjusted by the Company from time to time.

7. **PAYMENT PROCEDURES**

- 7.1. The Company shall invoice the Customer in one of two manners, depending on whether the Customer is a private individual or a legal entity (such as a company, trust, close corporation or the like) as follows:
 - 7.1.1. A private individual:
 - 7.1.1.1.1. the Company shall, on behalf of the Supplier, invoice the Customer which invoice shall be paid to the Company prior to the Supplier providing any Customer Services to the Customer;
 - 7.1.1.1.2. once the Customer has made payment of the full amount, such amount shall be held in escrow; and
 - 7.1.1.1.3. upon the Customer Services having been completed, the Supplier will fill in the completion form on the Platform

which shall notify the Company that the Customer Services have been rendered;

- 7.1.1.1.4. The Company shall within **21** days upon receipt of the completion form by the Supplier, release payment to the Supplier.

7.1.2. Legal Entity:

- 7.1.2.1.1. The Customer shall engage the Supplier of its choice through the Platform;

- 7.1.2.1.2. upon the Customer Services having been completed, the Supplier will fill in the completion form on the Platform which shall notify the Company that the Customer Services have been rendered; and

- 7.1.2.1.3. the Company shall invoice the Customer (where applicable) on behalf of the Supplier in arrears during its next billing run, which billing run occurs twice a month. Payments are to be made by the Customer within 7 (seven) days of receipt of such invoice.

8. COSTS AS SET BY THE SUPPLIER

- 8.1. The Supplier is at liberty to charge a Customer any amount that it wishes, and the Company shall not be involved in any price negotiations or mediations between a Supplier and a Customer in this regard.

- 8.2. The Supplier and the Customer shall liaise directly with each other through the Platform as to the exact specifications of the Customer Services, the date that such Customer Service is to be performed, the time line anticipated in respect thereof as well as the amount to be charged by the Supplier.

9. PERFORMANCE OF THE CUSTOMER SERVICES

- 9.1. The Supplier and the Customer shall liaise directly with each other through the Platform as to the exact specifications of the Customer Services, the date that such Customer Service is to be performed, the time line anticipated in respect thereof as well as the amount to be charged by the Supplier. The Company does not form party to any of these negotiations or discussions.
- 9.2. The Customer has the choice when engaging on the Platform whether to utilise its own terms and conditions, alternatively if the Customer does not have a standard set of terms and conditions which it wishes to implement, then the industry standard terms and conditions shall govern the relationship between the Supplier and the Customer. To the extent that a conflict arises between these Customer Terms and Conditions and a Supplier's own terms, the provisions herein shall prevail to the extent of such inconsistency.

10. LIMITATION OF LIABILITY

- 10.1. As the Company only provides the Platform on which Suppliers and Customers do business, to the fullest extent permitted by law, the Customer agrees that the Company shall not be liable for any Losses however arising and whatever the cause in respect of the Customer Services, even in instances where the Company was informed of the possibility of such Losses being cause, including, but not limited to, Losses arising as a result of the Supplier's misconduct, negligence and/or gross negligence.
- 10.2. Notwithstanding the foregoing, should the Company not be permitted to lawfully limit its liability as referred to in 10.1 above, the Company's aggregate liability for Losses arising out of or in connection with Customer Services or Company Services, shall be the fees as charged by the Company in respect of such particular transaction.
- 10.3. Neither Party will be liable to the other Party, or to any cessionary or third party claiming through or on behalf of a Party, for any punitive, indirect, special or consequential damages whatsoever, arising out of or related to this Agreement.

11. SURVIVAL

- 11.1. Clauses which out of necessity or by implication herein survive termination of these Customer Terms and Conditions, shall remain in full and effect despite the termination hereof.

12. **BREACH**

- 12.1. If any Party commits a breach of the Supplier Terms of Service and fails to remedy such breach within 7 (seven) days of receipt of written notice requiring the breach to be remedied, then the Party giving notice shall be entitled, at its option, either to cancel this Supplier Terms and Conditions and claim damages or alternatively to claim specific performance of all the defaulting Party's obligations, together with damages, if any, whether or not such obligations have fallen due for performance.

13. **VALIDITY**

- 13.1. In the event that any of the terms of the terms herein are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

14. **WHOLE AGREEMENT**

- 14.1. These Customer Terms and Conditions, in conjunction with the General Website Terms and Conditions constitute the whole agreement between the Parties as to the subject matter hereof and no agreements, representations or warranties between the Parties regarding the subject matter hereof other than those set out herein, are binding on the Parties.

15. **DOMICILIUM CITANDI ET EXECUTANDI AND CONTACT INFORMATION**

- 15.1. The Customer and the Company choose as their respective domicilium citandi et executandi for the purpose of legal proceedings and for the purpose of giving or sending any notice provided for or necessary of these Customer Terms and Conditions, the following:

15.1.1. The Company

52 Urania Street Observatory
Johannesburg
Gauteng 2198
Email: info@mytechiesa.co.za

15.1.2. Customer

The address as provided during the registration process

15.2. Any notice given in terms of this Customer Terms and Conditions shall be in writing and shall –

15.2.1. if delivered via email, on the date of dispatch;

15.2.2. if delivered by hand, be deemed to have been duly received by the addressee on the date of delivery; and

15.2.3. if delivered by an internationally recognised courier service, be deemed to have been received by the addressee 3 (three) business days after despatch.

15.3. Notwithstanding anything to the contrary contained in this Customer Terms of Service, a written notice or communication actually received by a Party from another shall be adequate written notice or communication to such Party.

16. PREPARATION

16.1. These Terms have been custom created for MyTechie South Africa (Pty) Ltd by the good folks at Legal Legends www.legallegends.co.za.

Supplier Terms and Conditions:

MYTECHIE SOUTH AFRICA (PTY) LTD ("THE COMPANY") SUPPLIER TERMS OF SERVICE ("SUPPLIER TERMS OF SERVICE")

**THESE TERMS OF SERVICE ARE EFFECTIVE AS OF 2019-02-01
"EFFECTIVE DATE"**

READ THE SUPPLIER TERMS OF SERVICE CAREFULLY BEFORE BROWSING THE WEBSITE. YOUR CONTINUED USE OF THE WEBSITE INDICATES THAT THE SUPPLIER HAS BOTH READ AND ACCEPTS THE SUPPLIER TERMS OF SERVICE. A SUPPLIER CANNOT USE THE WEBSITE IF IT DOES NOT ACCEPT THE SUPPLIER TERMS OF SERVICE. ALL SECTIONS OF THE SUPPLIER TERMS OF SERVICE ARE APPLICABLE TO THE SUPPLIER.

1. INTRODUCTION

- 1.1. The Company's website <http://www.mytechiesa.co.za> ("the Website") and the mobile application ("the Application") are made available, and owned by the Company (hereinafter referred to as "the Company", "Company Website" "Website", "we", "our" or "us"). Any reference to "the Company", "we", "our" or "us" shall include our employees, officers, directors, representatives, agents, shareholders, affiliates, subsidiaries, holding companies, related entities, advisers, sub- contractors, service providers and partners.
- 1.2. These terms, including any document incorporated by reference herein, including, but not limited to the Privacy Policy, apply to any Supplier who makes use of the Company Services as offered on the Website or the Application, accesses, refers to, views and/or uploads or downloads any information or material made available on the Website or the Application for whatever purpose, and which Supplier shall carry the definition as set out in clause 2.3.10 below, as the case may be, and governs the Supplier's relationship with the Company and Customer.

- 1.3. Accessing and/or use of the Website or the Application after the Effective Date as set out above will signify that the Supplier has read, understands, accepts, and agrees to be bound, and is bound, by the Supplier Terms of Service, in such Supplier's individual capacity and/or for and on behalf of any entity for whom the Supplier utilises the Website or the Application. Further, the Supplier represents and warrants that it has the authority to do so and that in the case of a Supplier being a natural person, the Supplier is a Competent Person (as defined in the Protection of Personal Information Act, 4 of 2013, as amended).
- 1.4. To the extent permitted by applicable law, we may modify the Supplier Terms of Service and Privacy Policy with prospective effect without prior notice to the Suppliers, and any revisions to the Supplier Terms of Service and/or the Privacy Policy will take effect when posted on the Website or the Application, as indicated above, unless a later date is otherwise stated in the revised Supplier Terms of Service. A Supplier's continued use of the Website or the Application and/or the Company Services will be construed as a Supplier's consent to the amended or updated Supplier Terms of Service, and will be conditional upon the Supplier Terms of Service and Privacy Policy in force at the time of use. A Supplier's only remedy, should such Party not agree to the Supplier Terms of Service and/or the Privacy Policy, is to stop the use of the Website and the Application.
- 1.5. These Supplier Terms of Service will apply fully and affect a Supplier's use of the Website and the Application. By using this Website or the Application, a Supplier agrees to accept the Supplier Terms of Service as contained herein in full.
- 1.6. Should a Supplier not agree to the terms contained herein, a Supplier must immediately desist from using this Website and the Application.

2. **INTERPRETATION**

In this Supplier Terms of Service:

- 2.1. clause headings are for the convenience and are not to be used in its interpretation;

- 2.2. unless the context indicates a contrary intention, an expression which denotes:
- 2.2.1. any gender includes the other gender;
 - 2.2.2. a natural person includes a juristic person and *vice versa*;
 - 2.2.3. the singular includes the plural and *vice versa*;
- 2.3. the following expressions bear the meanings assigned to them below and cognate expression bear corresponding meanings;
- 2.3.1. "**Company**" means MyTechie South Africa (Pty) Ltd (Registration Number: 2019/017613/07) a private company duly incorporated in accordance with the company laws of South Africa and having its registered address at 52 Urania Street, Observatory, Johannesburg, Gauteng, South Africa;
 - 2.3.2. "**Company Services**" mean the services as provided by the Company to the Supplier as set out in paragraph 5 below;
 - 2.3.3. "**Customer**" means the person or entity making use of the Customer Services as provided by the Supplier through Website;
 - 2.3.4. "**Customer Services**" means the services as provided to the Customer by the Supplier as set out in paragraph 9 below;
 - 2.3.5. "**General Website Terms and Conditions**" means the Website Terms and Conditions which are to be read as if specifically incorporated herein, which may be found [here](#);
 - 2.3.6. "**Losses**" means all losses (including, but not limited to, those in respect of injury, damage to physical property or loss of life), liabilities, costs, expenses, fines or penalties levied as a result of non-compliance with applicable law, damage, claims, loss of profit, or business, and all related costs and expenses (including legal fees on the scale as between attorney and own client, tracing and collection charges, costs of investigation, interest and penalties) whether based in contract, delict

or otherwise, including negligence, whether indirect, special, incidental or consequential damages;

2.3.7. "**Party**" or "**Parties**" means the Company or the Supplier, or both, as the context implies;

2.3.8. "**Platform**" shall mean the platform(s) as owned, hosted and managed by the Company on which the Company Services and Customer Services are offered, and which shall include the Website together with the Application.

2.3.9. "**Privacy Policy**" means the Privacy Policy which is to be read as if specifically incorporated herein, which may be found [here](#);

2.3.10. "**Supplier**" means the person or entity providing the Customer Services to a Customer through the use of the Platform (such as a technician); and

2.3.11. "**Supplier Terms of Service**" means these terms of service.

2.4. If any provision is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect will be given to it as if it were a substantive provision in the body of the Supplier Terms of Service.

2.5. Words and expressions defined in any clause shall, for the purpose of that clause, bear the meaning assigned to such words and expressions in such clause.

2.6. By entering into this Supplier Terms of Service, the Supplier also agrees to be bound by the General Website Terms and Conditions together with the Privacy Policy.

2.7. To the extent that there exists any inconsistency between the terms of this Supplier Terms of Service and the General Website Terms and Conditions the terms herein shall prevail to the extent of any inconsistency unless expressly provided otherwise herein.

3. **PURPOSE OF THIS SUPPLIER TERMS OF SERVICE**

- 3.1. It is recorded that the Supplier is desirous of offering the Customer Services to a Customer by making use of the Company Services as offered to the Supplier on the Platform.

4. **DURATION AND TERMINATION**

- 4.1. This Supplier Terms of Service shall commence on the Effective Date and endure indefinitely.
- 4.2. Notwithstanding the provisions contained in this Supplier Terms of Service, either *Party* shall be entitled to terminate this Supplier Terms of Service forthwith on written notice to the other Party, for any reason or no reason at all.
- 4.3. Further, the Supplier understands that the termination of these Supplier Terms of Service by either it or the Company shall not force an early payment of fees, and the payment terms as set out in clause 6 below shall still apply. Further, any Customer Services agreed to prior to termination but which the Supplier has not yet completed, shall be rendered to completion.

5. **COMPANY SERVICES**

- 5.1. The Company shall provide the following Company Services to the Supplier in order that the Supplier may, in turn, offer Customer Services to a Customer through the Platform:
 - 5.1.1. the creation of an online profile which will be visible to a Customer;
 - 5.1.2. the management and receipt of payments from a Customer on the Supplier's behalf; and
 - 5.1.3. the ability to engage directly with a Customer through the Platform.

6. **REGISTRATION AS A SUPPLIER**

- 6.1. A potential Supplier is to complete the registration form found on the Platform.

- 6.2. After the submission of the registration form a Company representative will make contact with the potential Supplier and further registration steps shall be actioned.
- 6.3. A potential Supplier shall only be permitted to create a profile and be recognised as a Supplier once they have been validated in respect of their qualifications, experience, addresses and bona fides.
- 6.4. The registration form shall require the provision of certain personal information, as set out in the Privacy Policy.

7. **PAYMENT**

- 7.1. Registration on the Platform is subject to: -
 - 7.1.1. a once off fee of five hundred Rand (R500) and
 - 7.1.2. a monthly fee of two hundred Rand (R200)
- 7.2. fees may be adjusted by the Company from time to time.
- 7.3. The Supplier shall manage, invoice and receive payments from a Customer in respect of Customer Services as generated through the Platform on the Supplier's behalf.
- 7.4. The Company shall invoice the Customer in one of two manners, depending on whether the Customer is a private individual or a legal entity (such as a company, trust, close corporation or the like) as follows:
 - 7.4.1. A private individual:
 - 7.4.1.1.1. the Company shall, on behalf of the Supplier, invoice the Customer which invoice shall be paid to the Company prior to the Supplier providing any Customer Services to the Customer;
 - 7.4.1.1.2. once the Customer has made payment of the full amount, such amount shall be held in escrow;

- 7.4.1.1.3. upon the Customer Services having been completed, the Supplier will fill in the completion form on the Platform which shall notify the Company that the Customer Services have been rendered; and
- 7.4.1.1.4. The Company shall within twenty-one (**21**) days upon receipt of the completion form by the Supplier, make payment to the Supplier in respect of the Customer Services directly into the Supplier's bank account, less the Company's administration fee in respect of the Company Services as provided to the Supplier.

7.4.2. Legal Entity:

- 7.4.2.1.1. the Supplier shall notify the Company that the legal entity has engaged it in respect of Customer Services to be rendered, together with the amount pertaining thereto;
- 7.4.2.1.2. upon the Customer Services having been completed, the Supplier will fill in the completion form on the Platform which shall notify the Company that the Customer Services have been rendered;
- 7.4.2.1.3. the Company shall invoice the legal entity on behalf of the Supplier in arrears during its next billing run, which billing run occurs twice a month; and
- 7.4.2.1.4. The Company shall within **21** days upon receipt of the payment by the Customer, make payment to the Supplier in respect of the Customer Services directly into the Supplier's bank account, less the Company's administration fee in respect of the Company Services as provided to the Supplier.

8. **COST AS SET BY THE SUPPLIER**

- 8.1. The Supplier is at liberty to charge a Customer any amount that it wishes, and the Company shall not be involved in any price negotiations or mediations between a Supplier and a Customer.
- 8.2. The Company shall also not penalise one Supplier on the Platform for charging less than another Supplier for the same or a similar Customer Service.
- 8.3. The Supplier undertakes not to enter into negotiations with a Customer regarding the provision of the Customer Services outside of the Platform, thereby circumventing payment of its fee to the Company. In the event of a Supplier wishing to liaise directly with a Customer or Customers then the Supplier is referred to what is set out in the General Website Terms and Conditions as to the procedure in which this is to be implemented.

9. **PERFORMANCE OF THE CUSTOMER SERVICES**

- 9.1. The Supplier and the Customer shall liaise directly with each other through the Platform as to the exact specifications of the Customer Services, the date that such Customer Service is to be performed, the time line anticipated in respect thereof as well as the amount to be charged by the Supplier. The Company does not form party to any of these negotiations or discussions.
- 9.2. The Supplier shall either be bound by the Customer's terms and conditions, alternatively if the Customer does not have a standard set of terms and conditions which it wishes to implement, then the industry standard terms and conditions shall govern the relationship between the Supplier and the Customer. To the extent that a conflict arises between these Supplier Terms of Service and a Supplier's own terms, the provisions herein shall prevail to the extent of such inconsistency.
- 9.3. The onus shall be on the Supplier to familiarise itself with such terms and conditions and act in accordance therewith.

10. **UNDERTAKINGS BY THE SUPPLIER**

- 10.1. The Supplier warrants that it shall at all times ensure that:

10.1.1. the information as contained on the Platform insofar as it pertains to the Supplier is current and correct;

10.1.2. a Supplier shall not misrepresent itself or the qualifications that it holds in an attempt to provide Customer Services that it is not able to perform; and

10.1.3. a Supplier shall inform the Company of all Customer Services it performs as garnered through the Platform.

10.2. Failure by a Supplier to uphold these undertakings will be deemed to be a breach of this Supplier Terms of Service, and may, at the Company's discretion, result in the termination of same.

11. **PROTECTION OF DATA**

11.1. The Company makes all reasonable efforts to ensure security on its systems. However, it cannot guarantee that Personal Information, alternatively any data uploaded onto the Platform may not be accessed, disclosed, altered or destroyed by breach of the Company's administrative, managerial and technical safeguards. Therefore, the Company urges the Supplier to take adequate precautions to protect its personal data and login details including never sharing its password with anyone.

12. **COPYRIGHTS**

12.1. The contents of the Platform, apart from the Posted Content, are the property of the Company. Furthermore, the compilation (meaning the collection, arrangement, and assembly) of all content on the Platform is that of the Company unless credit is attributed to the author thereof, and is, likewise, protected by South African and international copyright laws.

12.2. Except as stated in this Supplier Terms of Service, none of the contents of the Platform may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, except as permitted by the fair use privilege under the South African copyright laws or without the prior written permission of the Company or the copyright owner, and further, should such consent

be provided, the Company reserves its right to withdraw such consent at any stage, in its sole and absolute discretion.

- 12.3. The Supplier is expressly prohibited to include any hyperlink to any other Platform in any Posted Content uploaded to the Platform by the Supplier.
- 12.4. The Supplier, in providing a description of the Customer Services, is prohibited from using keywords or repetitive words or words which have no bearing on the Customer Services as provided by it on the Platform.
- 12.5. The Company does not permit copyright infringing activities and infringement of intellectual property rights on the Platform, and may at its sole discretion, remove any infringing content should same infringe on another's intellectual property rights or its own.
- 12.6. The Supplier is in terms of this Supplier Terms of Service, granted a limited, revocable, and non-exclusive right to create a hyperlink to the Platform, on condition that the link does not portray the Company or its affiliates in a false, misleading, derogatory, or otherwise offensive manner. The Supplier may not use the Company's logo or other proprietary graphic or trademark as part of the link without the express permission of the Company, its affiliates or content suppliers.
- 12.7. All trademarks and copyrights, together with any other intellectual property rights, in and to any of the content of the Platform, where not evidently that of the Supplier or a third party, are the exclusive property of the Company.

13. **POSTED CONTENT**

- 13.1. The Supplier warrants that:

- 13.1.1. all rights in and to any information ("Posted Content") uploaded by it (including, without limitation, all rights to the reproduction and display of such Posted Content) are obtained by the Supplier or, alternatively, all necessary rights in and to such Posted Content providing the rights in and to such Posted Content have been obtained;

- 13.1.2. all necessary license fees, and other financial obligations, of any kind, arising from any use or commercial exploitation of the Posted Content have been paid prior to it being uploaded to the Platform;
 - 13.1.3. Posted Content does not infringe the copyright, trademark, patent, trade secret, or other intellectual property rights, privacy rights, or any other legal or moral rights of any third party;
 - 13.1.4. the Posted Content does not incorporate materials from a third-party website, or addresses, email addresses, contact information, or phone numbers (other than a Supplier's own);
 - 13.1.5. the Posted Content does not contain any viruses, worms, spyware, adware, or other potentially damaging programs or files; and
 - 13.1.6. the Posted Content does not contain any information that may be considered confidential, proprietary, or personal insofar as it relates to a third party.
- 13.2. By submitting the Posted Content, the Supplier grants the Company an irrevocable, perpetual, transferable, non-exclusive, fully paid, worldwide, royalty free license (sub-licensable through multiple tiers) to publish feedback, comments and ratings in respect of the Customer Services provided by it through the Platform and use such feedback in blogs, features, social media posts, highlights as well as for advertising and promotional purposes.
- 13.3. The Company shall not be held liable or responsible for any loss, theft, damage or misuse of the Supplier's copyright material in respect of the Posted Content.

14. **LIABILITIES AND INDEMNITIES**

- 14.1. As the Company only provides the Platform on which Suppliers and Customers do business, to the fullest extent permitted by law, the Supplier agrees that the Company shall not be liable for any Losses however arising and whatever the cause in respect of the Customer Services or Company Services, even in instances where the Company was informed of the possibility of such Losses

being cause, including, but not limited to, Losses arising as a result of the Customer's misconduct, negligence and/or gross negligence.

14.2. Notwithstanding the foregoing, should the Company not be permitted to lawfully limit its liability as referred to in 10.1 above, the Company's aggregate liability for Losses arising out of or in connection with Customer Services or Company Services, shall be the fees as charged by the Company in respect of such particular transaction.

14.3. Neither Party will be liable to the other Party, or to any cessionary or third party claiming through or on behalf of a Party, for any punitive, indirect, special or consequential damages whatsoever, arising out of or related to this Agreement.

15. **NON-EXCLUSIVITY OF COMPANY SERVICES**

15.1. It is recorded that the Company shall provide the Company Services to more than one Supplier, and as such, no single Supplier shall have any right or entitlement to any exclusivity to the Company Services or the services as provided by it.

16. **BREACH**

16.1. If any Party commits a breach of the Supplier Terms of Service and fails to remedy such breach within 7 (seven) days of receipt of written notice requiring the breach to be remedied, then the Party giving notice shall be entitled, at its option, either to cancel this Supplier Terms and Conditions and claim damages or alternatively to claim specific performance of all the defaulting Party's obligations, together with damages, if any, whether or not such obligations have fallen due for performance.

17. **SURVIVAL**

17.1. Clauses which out of necessity or by implication herein survive termination of these Supplier Terms of Service, shall remain in full and effect despite the termination hereof.

18. **NOTICES AND DOMICILIUM**

- 18.1. The Supplier and the Company choose as their respective domicilium citandi et executandi for the purpose of legal proceedings and for the purpose of giving or sending any notice provided for or necessary of these Terms, the following:

18.1.1. The Company

52 Urania Street Observatory
Johannesburg
Gauteng 2198
Email: info@mytechiesa.co.za

18.1.2. Supplier

The address as provided during the registration process

- 18.2. Any notice given in terms of this Supplier Terms and Conditions shall be in writing and shall –

18.2.1. If delivered via email, on the date of dispatch;

18.2.2. if delivered by hand, be deemed to have been duly received by the addressee on the date of delivery; and

18.2.3. if delivered by an internationally recognised courier service, be deemed to have been received by the addressee 3 (three) Business Days after despatch.

- 18.3. Notwithstanding anything to the contrary contained in this Supplier Terms and Conditions, a written notice or communication actually received by a Party from another shall be adequate written notice or communication to such Party.

19. VALIDITY

- 19.1. In the event that any of the terms of the terms herein are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

20. **WHOLE AGREEMENT**

- 20.1. This Supplier Terms and Conditions, in conjunction with the General Website Terms and Conditions constitute the whole agreement between the Parties as to the subject matter hereof and no agreements, representations or warranties between the Parties regarding the subject matter hereof other than those set out herein, are binding on the Parties.

21. **PREPARATION**

These Terms have been custom created for MyTechie South Africa (Pty) Ltd by the good folks at Legal Legends www.legallegends.co.za.

Website Terms and Conditions:

MYTECHIE SOUTH AFRICA (PTY) LTD ("THE COMPANY")

GENERAL WEBSITE TERMS AND CONDITIONS

THESE TERMS OF SERVICE ARE EFFECTIVE AS OF 2019-02-01

"EFFECTIVE DATE"

READ THE GENERAL WEBSITE TERMS AND CONDITIONS CAREFULLY BEFORE BROWSING THE WEBSITE. YOUR CONTINUED USE OF THE WEBSITE INDICATES THAT THE USERS HAVE BOTH READ AND ACCEPTED THE GENERAL WEBSITE TERMS AND CONDITIONS. A USER CANNOT USE THE WEBSITE IF IT DOES NOT ACCEPT THE GENERAL WEBSITE TERMS AND CONDITIONS. ALL SECTIONS OF THE GENERAL WEBSITE TERMS AND CONDITIONS ARE APPLICABLE TO THE USERS

1. INTRODUCTION

- 1.1. These Terms of Service will apply fully and affect a Supplier and/or a Customer, and to the extent applicable, any browser ("the User(s)") of the Platform (which constitutes a Website and an Application), which website address is <http://www.mytechiesa.co.za>. By using this Platform, a User agrees to accept the General Website Terms and Conditions contained herein in full.
- 1.2. Should a User not agree to the terms contained herein, a User must immediately desist from using this Platform.
- 1.3. Minors are not allowed to use this Platform.
- 1.4. Capitalised terms herein shall bear the same meaning as stipulated in the the Customer Terms and Conditions and/or the Supplier Terms of Service.

2. POSTED CONTENT

- 2.1. In these General Website Terms and Conditions, "Posted Content" shall mean any audio, video text, images or other material a User may choose to display on the Platform, if applicable. By displaying a Posted Content, a User grants the Company non-exclusive, worldwide irrevocable, sub licensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media.
- 2.2. A User's Content must be a User's own and must not be invading any third-party's rights. The Company reserves the right to remove any of a User's Content from this Platform at any time without notice.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1. Other than the content a User owns, and may be required to upload during the use of this Platform, the Company and/or the Company's licensors own all the intellectual property rights and materials as are contained on this Platform.
- 3.2. None of the contents of the Platform may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, except as permitted by the fair use privilege under the South African copyright laws or without our prior written permission, and further, should such consent be provided, we reserve the right to withdraw such consent at any stage, in our sole and absolute discretion.
- 3.3. A User is granted a limited license only for purposes of utilising this Platform.
- 3.4. A User undertakes not to attempt to decipher, decompile, disassemble or reverse engineer any of the software or code comprising or in any way making up a part of the Platform, including any algorithm used by us.
- 3.5. We own or are licensed to use all intellectual property on the Platform, with the exception of the User's Content, which shall remain that of the User uploading such content, but which a User licenses to us in accordance with the license above. A User may not use any of our intellectual property for any

purpose other than as may be required to use the Platform for its intended purpose.

- 3.6. We do not permit copyright infringing activities and infringement of intellectual property rights on the Platform, and we may, at our sole discretion, remove any infringing content if we are of the view that such content infringes on another's intellectual property rights or our own.

4. **RESTRICTIONS**

- 4.1. A User may not:

- 4.1.1. publish or mirror any of this Platform's material in any media whatsoever;
- 4.1.2. use this Platform for any objectionable or unlawful purpose, including the posting of any threatening, libellous, defamatory, obscene, scandalous, inflammatory, pornographic, profane or spam material;
- 4.1.3. take any action that imposes an unreasonable or disproportionately large load on the Platform's infrastructure, including spam or other unsolicited mass e-mailing techniques;
- 4.1.4. use the Platform in any manner would result in another User breaching any applicable legislation or licensing obligations (including with respect to privacy) or any obligations a User may owe to third parties;
- 4.1.5. mislead or deceive others through any act or omission or make a false representation about a User's identity, including the impersonation of a real or fictitious person or using an alternative identity or pseudonym;
- 4.1.6. conduct any activity which compromises or breaches another party's patent rights, trademark, copyright or other intellectual property rights;

- 4.1.7. copy, collect or save information about other Users;
- 4.1.8. introduce any virus, worm, trojan horse, malicious code or other program which may damage computers or other computer-based equipment to the Platform or to other Users;
- 4.1.9. stalk or harass anyone;
- 4.1.10. attempt to disrupt or interfere with the services as delivered through the Platform;
- 4.1.11. use the details of other Users for anything other than the use expressly permitted by those Users;
- 4.1.12. download, access, use, harvest or download in bulk User details;
- 4.1.13. pass on a User's log in details to anyone other than the authorised user of that account;
- 4.1.14. remove or alter our copyright notices or other means of identification including any watermarks, as they appear on the Platform;
- 4.1.15. use this Platform contrary to applicable laws and regulations, or in any way may cause harm to the Platform, or to any person or business entity;
- 4.1.16. use this Platform to engage in any advertising or marketing other than in a manner expressly permitted by the Platform;
- 4.1.17. crawl, spider or scrape the content of the Platform, except to the extent required by recognised search engines (e.g. Google) for the purposes of indexing this Platform; or
- 4.1.18. provide unauthorised interfaces to the Platform.

- 4.2. The User understands and agrees that it is solely responsible for compliance with any and all laws, rules, regulations and taxation obligations that may apply to its use of the Platform.
- 4.3. Certain areas of this Platform are restricted from being accessed by a User, and the Company may further restrict access by a User to any areas of this Platform, at any time, in its absolute discretion. Any User Log in Details a User may have for this Platform are confidential and a User must maintain confidentiality as well.

5. **PERSONAL INFORMATION**

- 5.1. We undertake as far as is possible, to protect each User's personal information in accordance with the Privacy Policy located [here](#).

6. **NO WARRANTIES**

- 6.1. This Platform is provided "as is," with all faults, and the Company expresses no representations or warranties, express or implied, statutory or otherwise, including but not limited to warranties of merchantability, title, fitness for a particular purpose or noninfringement.
- 6.2. Without limiting the generality of the foregoing, the Company makes no warranty that the Platform will meet a User's requirements, or that the Platform will be uninterrupted, timely, secure, error free or that defects in the Platform will be corrected.
- 6.3. The Company cannot guarantee or warrant that any file downloaded from this Platform or delivered to a User will be free of infection or virus, worms, trojan horses or other code that has contaminating or destructive qualities. A User is responsible for implementing appropriate processes, systems and procedures to circumvent this type of issue.

- 6.4. The Company cannot be held liable for any inaccurate information contained on the Platform, other than on the Company's own web pages.

7. **WARRANTIES BY THE USER**

- 7.1. The User warrants and represents that the information provided to the Company is and shall remain accurate, true and correct and that the User will update the information held by us to reflect any changes as soon as possible.
- 7.2. Any User registering on the Platform on behalf of any entity warrants that such User will be taken to have represented to us that it has the authority to act on behalf of the entity, and that these General Website Terms and Conditions will be binding on the User.
- 7.3. The User further warrants that when registering on the Platform it:
 - 7.3.1. is not impersonating any person or entity;
 - 7.3.2. is not violating any applicable law regarding use of personal or identification information;
 - 7.3.3. is authorised to create an account; and
 - 7.3.4. will provide, on demand from us verification of such User's credentials in such form as required by us.

8. **USERS' RELATIONSHIP WITH THE COMPANY**

- 8.1. The Company is not a party to the dealings between the Users, including the contracting of a User to perform services.
- 8.2. The Company merely facilitates the meeting of the Users in order that they may enter into a professional relationship between themselves.

- 8.3. In the event that one User chooses to engage with another in respect of the provision of Customer Services this will be without any input from the Company, save that the introduction was facilitated through the Platform.
- 8.4. As the Company is not a party to any agreement entered into between Users we shall not be liable for any loss or damage that may result from any dealings between Users.
- 8.5. It is the Users' responsibility to negotiate the terms of the Customer Services with each other.
- 8.6. The Company does not direct, have any control over, nor make any representations in relation to, guaranteeing the quality of the Customer Services, nor the truth or accuracy of any User profile, the ability of Users to pay for the Customer Services, or that a User can or will complete any transaction or a portion thereof.

9. **LIMITATION OF LIABILITY AND INDEMNIFICATION**

- 9.1. The Platform shall be used entirely at a User's own risk.
- 9.2. The User indemnifies us, and agrees to keep us indemnified, from and against any claim, loss, damage, cost or expense that we may suffer or incur as a result of or in connection with the User's improper use of or conduct in connection with the Platform, including any breach by the User of these terms or any applicable law or licensing requirements.
- 9.3. As the Company only provides the Platform on which Users do business, to the fullest extent permitted by law, a User agrees that the Company shall not be liable for any Losses however arising and whatever the cause in respect of the the Platform, even in instances where the Company was informed of the possibility of such Losses being cause, including, but not limited to, Losses arising as a result of any User's misconduct, negligence and/or gross negligence.

- 9.4. Notwithstanding the foregoing, should the Company not be permitted to lawfully limit its liability as referred to in 10.1 above, the Company's aggregate liability for Losses arising out of or in connection with Customer Services or Company Services, shall be the fees as charged by the Company in respect of such particular transaction.
- 9.5.
- 9.6. Neither Party will be liable to the other Party, or to any cessionary or third party claiming through or on behalf of a Party, for any punitive, indirect, special or consequential damages whatsoever, arising out of or related to this Agreement.

10. **NON-CIRCUMVENTION**

- 10.1. The User acknowledges and agrees that the only compensation received by the Company is the percentage of its fee on a per invoice basis. The User further acknowledges that the Company only receives this payment when a Customer makes payment of the invoice submitted by the Company.
- 10.2. Accordingly, and in consideration for the Company making the Platform available, Users which are introduced to each other on the Platform, may not circumvent the Platform by communicating with each other outside of the Platform (unless unavoidable), or making payment of any fees pertaining to Customer Services outside of the Platform.
- 10.3. A User agrees to notify the Company immediately upon gaining knowledge, or a suspicion, that another User improperly contacts you or suggests soliciting payments other than on invoice as received from the Company. If a User is, or becomes aware of a breach or potential breach of this non-circumvention policy, please report same to the Company by emailing info@mytechiesa.co.za. The contents of such communication shall be kept confidential.

11. **FORCE MAJEURE**

- 11.1. Without limiting the foregoing, neither the User nor the Company shall be held liable for any failure to perform in terms of these General Website Terms and Conditions if such failure is as a result of Acts of God (including fire, flood,

earthquake, storm, hurricane or other natural disaster), war, server downtime, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity, telephone service or internet connectivity, server failure, or technological failure. Neither we nor the User are entitled to terminate these Terms and Conditions in such circumstances. Should either of us be affected by such event we shall forthwith inform the other of same, and shall use all reasonable endeavours to comply with the Terms of Service.

12. **SEVERABILITY**

12.1. If any of these terms are deemed invalid or unenforceable for any reason then the invalid or unenforceable provision will be severed from this Terms of Service and the remaining terms will continue to apply. Failure by us to enforce any of the provisions set out in this Terms of Service and/or any other agreement, or failure to exercise any option to terminate, shall not be construed as a waiver of such provisions and shall not affect the validity of these Terms of Service or of any agreement or any part thereof, or the right thereafter to enforce each and every provision.

13. **ASSIGNMENT**

13.1. The Company is allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms of Service without any notification. However, a User is not not allowed to assign, transfer, or subcontract any of its rights and/or obligations under these Terms of Service.

14. **GOVERNING LAW & JURISDICTION**

14.1. This General Website Terms and Conditions relationship between the User and the Company shall be regulated entirely by the laws of the Republic of South Africa and, in the event of a dispute, the User consents, at the Company's sole

and exclusive discretion to the jurisdiction of the Magistrate's Court of South Africa.

15. PREPARATION

- 15.1. These Terms of Service have been custom created for the Company by the good folks at Legal Legends www.legallegends.co.za.